

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

JUDGE CASTEL

LOGICWORKS CORPORATION,

Plaintiff,

-against-

REALCAPITALMARKETS.COM, LLC
d/b/a REAL CAPITAL MARKETS,

Defendant.

08 CV 1514

No. 08-CV-

COMPLAINT

FEB 13 2008

U.S.D.C. S.D. N.Y.

CASHIERS

Plaintiff Logicworks Corporation ("Logicworks"), by its undersigned counsel, hereby alleges upon knowledge to itself and its own acts, and upon information and belief as to all other matters, as follows against Defendant RealCapitalMarkets.com, LLC d/b/a Real Capital Markets ("RCM"):

NATURE OF THE ACTION

1. This is an action for breach of contract arising out of RCM's brazen abdication of its contractual duty to purchase web hosting and database management services from Logicworks for a committed period.

JURISDICTION AND VENUE

2. This Court has subject matter jurisdiction under 28 U.S.C. § 1332, because the matter in controversy is between citizens of different states and exceeds the sum or value of \$75,000.

3. Venue is proper in the Southern District of New York under 28 U.S.C. § 1391(a) because a substantial part of the events or omissions giving rise to the claims herein occurred in this district. In addition, the contract upon which this action is based contains a forum selection

clause pursuant to which the parties agreed that venue would be appropriate in United States District Court for the Southern District of New York.

4. This Court has personal jurisdiction over the parties. The contract upon which this action is based provides that in the event of litigation, each party consents to the exercise of personal jurisdiction over it by the United States District Court for the Southern District of New York. This Court also has personal jurisdiction over RCM in that RCM has, among other things, engaged in continuous, systematic and routine contacts within New York, engaged in a persistent course of conducting business within New York, and has engaged in purposeful activity within New York in connection with the matters in this lawsuit.

THE PARTIES

5. Logicworks is a New York corporation with its principal place of business located at 115 Avenue of the Americas, Fifth Floor, New York, New York 10013. Founded in 1993, Logicworks provides market-leading complex web hosting services to a diverse international clientele.

6. On information and belief, RCM is a Delaware Limited Liability Company with its principal place of business located at 6120 Paseo Del Norte, Suite Q1, Carlsbad, California 92011. RCM is engaged in the business of providing online marketing and internet-based document storage for use in connection with institutional real estate sales.

BACKGROUND

7. On or about October 2, 2007, Logicworks and RCM entered into a Master Service Agreement (the "Agreement") pursuant to which Logicworks agreed to provide RCM with certain web hosting services for a period of twenty-seven (27) months (the "Committed Term"). A true and correct copy of the Agreement is annexed hereto as Exhibit A.

8. In or about October 2007, Logicworks began to build RCM's servers using the hardware and software components that RCM selected. On or about November 5, 2007, the servers were ready to receive RCM's data. Rather than sending its data over the internet, RCM placed it onto an external hard drive and shipped it to Logicworks. Testing began on RCM's system soon after the data was transferred onto the servers.

9. Over the course of the next five weeks Logicworks spent a considerable amount of engineering hours and significant resources on RCM's behalf. Despite these efforts, and in spite of the fact that RCM agreed to a committed term, RCM sent Logicworks a letter on December 14, 2007 wrongfully threatening to terminate the Agreement. A copy of the letter is annexed hereto as Exhibit B. On Wednesday, December 19, 2007, RCM again thumbed its nose at its contractual obligations by sending Logicworks a formal termination letter that, much like its predecessor, had no basis in the Agreement. A copy of the second letter is annexed hereto as Exhibit C.

10. During the following weeks Logicworks repeatedly informed RCM that it had no right to terminate, and that it would therefore be held liable for an early termination charge pursuant to Section 4.03 of the Agreement. RCM, however, stated that it had no interest in remaining with Logicworks, as it was already negotiating with one of Logicworks' competitors. RCM stated that the deal under negotiation included an agreement by RCM to serve as a reference in favor of Logicworks' competitor and against Logicworks with respect to prospective web hosting clients. RCM added that it had no intention of honoring the early termination charge.

11. With respect to the early termination of a Committed Term, Section 4.03 of the Agreement states as follows:

If Client terminates the Services prior to the conclusion of a Committed Term or Logicworks terminates the Services pursuant to a default, Client will be required to pay an early termination charge equal to (i) 75% of the full monthly charges for the services, without discounts, multiplied by the number of months remaining in the Committed Term plus (ii) any unpaid balances (together, the "Early Termination Charge"). The early termination charge will be due and payable on the date the Client's termination is effective. Client understands and agrees that in the event Services are terminated prior to the conclusion of a Committed Term, it will be difficult or impossible to ascertain Logicworks' damages, thus the Early Termination Charge is intended to establish reasonable liquidated damages in the event of cancellation and is not intended as a penalty.

Exh. A, pg. 3.

12. Logicworks sent RCM an invoice for the early termination charge on or about January 22, 2008. A copy of the same is annexed hereto as Exhibit D.

13. In addition, Section 6.03 of the Agreement specifies that RCM "shall be responsible for Logicworks' costs of collection, including reasonable attorneys' fees." Exh. A, pg. 3.

14. Despite Logicworks' due demands, RCM has refused to pay the early termination fee.

FIRST CAUSE OF ACTION
(Breach of Contract)

15. Logicworks repeats and realleges each of the allegations in Paragraphs 1 through 14 above as if fully set forth herein.

16. RCM and Logicworks entered into the Agreement, pursuant to which RCM agreed to pay Logicworks \$13,207.46 per month for a period of twenty-seven (27) months.

17. Logicworks performed services at RCM's request and benefit from October 2007 continuing through December 2007 when RCM cancelled Logicworks' services prior to the expiration of the Committed Term.

18. Logicworks has duly performed all obligations and conditions on its part to be performed under the Agreement and has duly demanded payment from RCM for the agreed upon early termination charge.

19. RCM has wrongfully breached the Agreement by virtue of its terminating the Agreement prior to the expiration of the Committed Term and by refusing, despite due demand, to pay the agreed upon early termination charge of \$225,627.47.

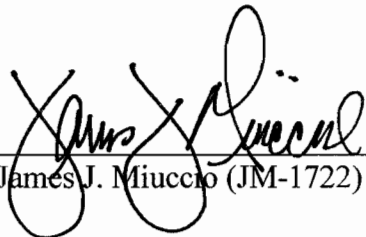
20. By reason of the foregoing, Logicworks has been damaged by RCM's breach in an amount to be determined at trial, but not less than the sum of \$225,627.47, plus interest at the maximum allowable rate, as well as attorneys' fees incurred as a result of bringing this action.

PRAYER FOR RELIEF

WHEREFORE, Logicworks demands judgment as follows:

- a. On its First Cause of Action for Breach of Contract, damages against RCM in an amount to be determined at trial, but not less than the sum of \$226,627.47 plus interest at the maximum allowable rate;
- b. Reasonable attorneys' fees and the costs and disbursements of this action; and
- c. Such other and further relief as the Court deems just and proper.

Dated: New York, New York
February 12, 2008



James J. Miuccio (JM-1722)

65 Broadway
Suite 747
New York, NY 10006
(212) 624-5858

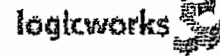
Attorney for Plaintiff
Logicworks Corporation

Exhibit A

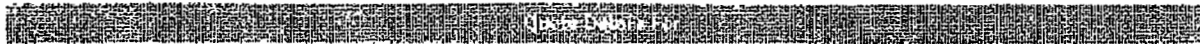
10/02/2007 17:53 FAX 7806025081

RCM1.COM

003/005



Date	9/26/2007	Account Executive	Rosett, Sara
Quote #	QUO-02305-BYC67G	Effective From	9/20/2007 12:00:00 AM
Rev #	0	Valid Through	10/18/2007 12:00:00 AM



Real Capital Markets

Bill To	Ship To
Address	Address
6120 Paseo Del Norte	6120 Paseo Del Norte
Suite Q-1	Suite Q-1
Carlsbad, CA 92011	Carlsbad, CA 92011



rcm-web4.client.logicworks.net	1	\$658.35	\$658.35	\$658.35
3.0 GHz Dual-Core 64-bit Xeon / 4 GB DDR RAM / 2x 73 GB 10k SCSI (RAID 1) / Windows Server 2003 Enterprise / Server Backups / 300GB Transfer				
rcm-web3.client.logicworks.net	1	\$658.35	\$658.35	\$658.35
3.0 GHz Dual-Core 64-bit Xeon / 4 GB DDR RAM / 2x 73 GB 10k SCSI (RAID 1) / Windows Server 2003 Enterprise / Server Backups / 300GB Transfer				
rcm-web2.client.logicworks.net	1	\$658.35	\$658.35	\$658.35
3.0 GHz Dual-Core 64-bit Xeon / 4 GB DDR RAM / 2x 73 GB 10k SCSI (RAID 1) / Windows Server 2003 Enterprise / Server Backups / 300GB Transfer				
rcm-web1.client.logicworks.net	1	\$658.35	\$658.35	\$658.35
3.0 GHz Dual-Core 64-bit Xeon / 4 GB DDR RAM / 2x 73 GB 10k SCSI (RAID 1) / Windows Server 2003 Enterprise / Server Backups / 300GB Transfer				
rcm-switch-sec.client.logicworks.net	1	\$518.75	\$518.75	\$518.75
Cisco Catalyst 2960G 24port Gb switch				
rcm-switch-pri.client.logicworks.net	1	\$518.75	\$518.75	\$518.75
Cisco Catalyst 2960G 24port Gb switch				
rcm-nfs2.client.logicworks.net	1	\$1,339.80	\$1,339.80	\$1,339.80
3.0 GHz Dual-Core 64-bit Xeon / 4 GB DDR RAM / 2x 73 GB 10k SCSI (RAID 1) + 6 x 300 GB 10k SCSI (RAID 5) / Windows Server 2003 Enterprise / Server Backups / 300GB Transfer				

10/02/2007 17:54 FAX 7606025081

RCM1.COM

004/005

rcm-nfs1.client.logicworks.net	1	\$1,339.80	\$1,339.80	\$1,339.80	
3.0 GHz Dual-Core 64-bit Xeon / 4 GB DDR RAM / 2x 73 GB 10k SCSI (RAID 1) + 6 x 300 GB 10k SCSI (RAID 5) / Windows Server 2003 Enterprise / Server Backups / 300GB Transfer	1				
rcm-lb-sec.client.logicworks.net	1	\$500.00	\$500.00	\$500.00	\$0.00
Dedicated Load Balancer ServerIron XL	1				
rcm-lb-pri.client.logicworks.net	1	\$500.00	\$500.00	\$500.00	\$0.00
Dedicated Load Balancer ServerIron XL	1				
rcm-fw-sec.client.logicworks.net	1	\$495.00	\$495.00	\$495.00	\$0.00
Dedicated Firewall	1				
rcm-fw-pri.client.logicworks.net	1	\$495.00	\$495.00	\$495.00	\$0.00
Dedicated Firewall	1				
rcm-fcswitch2.client.logicworks.net	1	\$836.25	\$836.25	\$836.25	\$0.00
8 port Qlogic fibre channel switch	1				
rcm-fcswitch1.client.logicworks.net	1	\$836.25	\$836.25	\$836.25	\$0.00
8 port Qlogic fibre channel switch	1				
rcm-db2.client.logicworks.net	1	\$1,500.73	\$1,500.73	\$1,500.73	
2x 3.0 GHz Quad-Core 64-bit Xeon / 16 GB1 DDR RAM / 2x 73 GB 10k SCSI (RAID 1) / Windows Server 2003 Enterprise 32- bit / Fibre Channel HBA / Veritas Volume Manager / Veritas Cluster Manager / Server Backups / 300GB Transfer	1				
rcm-db1.client.logicworks.net	1	\$1,500.73	\$1,500.73	\$1,500.73	
2x 3.0 GHz Quad-Core 64-bit Xeon / 16 GB1 DDR RAM / 2x 73 GB 10k SCSI (RAID 1) / Windows Server 2003 Enterprise 32- bit / Fibre Channel HBA / Veritas Volume Manager / Veritas Cluster Manager / Server Backups / 300GB Transfer	1				
rcm-array2.client.logicworks.net	1	\$1,396.50	\$1,396.50	\$1,396.50	
12 Bay FC-SATA Storage Array / 4 x 250 GB SATA Hard Drives / 6 x 73 10K GB SATA Hard Drives / 2 x 80 SATA Hard Drives	1				
rcm-array1.client.logicworks.net	1	\$1,396.50	\$1,396.50	\$1,396.50	
12 Bay FC-SATA Storage Array / 4 x 250 GB SATA Hard Drives / 6 x 73 10K GB SATA Hard Drives / 2 x 80 SATA Hard Drives	1				
Managed Database Services	1	\$700.00	\$700.00	\$700.00	
1000GB Committed Backups	1,000	\$1.40	\$1,400.00	\$1,400.00	

10/02/2007 17:54 FAX 7606025081

RCM1.COM

005/005

Payment Method: _____
 Name: _____
 CC#: _____
 Exp Date: _____ Sec Code: _____

Products Amount \$13,207.46

Tax \$0.00

Total \$13,207.46

Committed Term Months 27

Subscriber agrees to the fees and item(s) set forth herein by signing below

Signature:



Date: Oct 2, 07

Print Name:

Stephen Alter 40 RCM1

Time:

LOGICWORKS® MASTER SERVICE AGREEMENT

1. General.

This Master Service Agreement (the "Agreement") between Logicworks® and the Client identified on the signature pages hereof ("Client") includes the Quotation attached hereto as Appendix A (the "Quotation") and any other Addendum signed by Client and Logicworks (the "Addendum"). If the terms of any Addendum conflict with any other terms of this Agreement, the terms of the Addendum shall govern. Any handwritten changes on the face of this Agreement which are initiated by Logicworks and Client are incorporated herein and Logicworks and Client agree to be bound by the terms of the Agreement as so modified. Client acknowledges and agrees that any handwritten changes which are not initiated by Logicworks shall not be deemed to be a part of this Agreement.

2. Covered Services; Quotations.

This Agreement governs the services described in the Quotation and any other Logicworks services provided by Logicworks to Client including, without limitation, upgrades, downgrades, additions and deletions to the services described in the Quotation (the "Services"). Client will be required to sign a new quotation in connection with each Service upgrade, downgrade, addition or deletion. Once signed by Client, each new quotation will be incorporated by reference in this Agreement and the term "Quotation", as used herein, will refer to all effective quotations signed by Client.

3. Term; Commencement of Services.

The term of Client's Service will be month-to-month or, if Client has agreed to a committed term (a "Committed Term"), the period specified in the applicable Addendum or on the signature page of this Agreement; in the event of a conflict between a Committed Term listed on this Agreement and the Committed Term listed in an Addendum, the Addendum shall govern. If Client has elected a Committed Term, the Committed Term will commence on the date the Services commence. Client will be required to pay for the Services until the Committed Term expires or upon an early termination pursuant to Section 4 hereof.

4. Termination

4.01 Termination by Logicworks. Logicworks has the right, but assumes no obligation, to suspend or terminate the Services or terminate this Agreement if a Default exists. A "Default" exists if (i) any fees related to the Services are more than 30 calendar days past due, (ii) Client breaches any provision of this Agreement, (iii) Client breaches any provision of Logicworks' Acceptable Use Policy available at <http://www.logicworks.net/acceptableuse.php> (the "AUP"), (iv) Client engages in conduct or activity that Logicworks, in its sole reasonable discretion, believes may subject Logicworks to civil or criminal litigation or damages or (v) there is a material adverse change in Client's creditworthiness. If a Default exists pursuant to foregoing clauses (iii) or (iv) above, Logicworks has the right, but assumes no obligation, to suspend the Services without notice to Client. However, Logicworks shall use best effort to provide Client with notice of such suspension, and an opportunity to cure in accordance with industry standards. In all other cases of Default, Logicworks is required to provide Client with at least ten (10) business days written notice before suspending or terminating the Services or terminating this Agreement and Client will be permitted to cure the Default during the notice period provided the Default is curable. If the Services are terminated by Logicworks pursuant to a Default, Client will be required to pay a reconnection fee (equal to the full monthly charges for one month of the Services) in order to reactivate the Services and any such

10/02/2007 18:11 FAX 7606025081

RCM1.COM

003/009

reactivation shall be subject to Logicworks' consent in its sole discretion. Logicworks may suspend or terminate the Services or terminate this Agreement at any time in the absence of a Default by providing sixty (60) calendar days notice to Client in writing or via e-mail. Termination by Logicworks will not relieve Client of its obligation to pay all fees owing prior to and including the date of termination. In addition, notwithstanding any other provision of this Agreement, if Logicworks suspends or terminates the Services or terminates this Agreement pursuant to a Default, Client will be relieved of its obligation to pay the Early Termination Charge (as defined in Section 4.03(b) below), if applicable.

4.02 Termination by Client. Subject to Section 4.03 hereof, Client may terminate this Agreement and the Services by giving notice to Logicworks in writing or by sending e-mail to cancel@Logicworks.net. Oral terminations will not be honored. A Logicworks Default ("Logicworks Default") exists if: (a) Logicworks materially breaches any of the terms of the Agreement. Except where termination is a result of a Logicworks Default, if a termination notice is received by Logicworks prior to the 15th day of any calendar month, the termination will be effective on the last day of such calendar month. Except where termination is a result of a Logicworks Default, if a termination notice is received by Logicworks after the 15th of any calendar month, the termination will be effective on the last day of the following calendar month, i.e. Client will be required to pay for the Services for the remainder of the calendar month in which they terminate the Services and for the entire following calendar month. In all other cases, termination by Client shall be effective immediately upon notice to Logicworks, subject to the terms of the Service Level Guarantees in the Addenda to this Agreement.

4.03 Termination of Committed Term. (a) Either party may terminate the Services at the end of a Committed Term by giving notice to the other party in writing or via e-mail at least 30 calendar days prior thereto but, in the absence of such notice, the Services shall automatically renew on a month-to-month basis at Logicworks' then-current list prices until the Services have been renewed or terminated in writing. (b) If Client terminates the Services prior to the conclusion of a Committed Term for any reason other than a Logicworks default (as defined in paragraph 4.02 above) or Logicworks terminates the Services pursuant to a Default as defined in Section 4.01, Client will be required to pay an early termination charge equal to (i) 75% of the full monthly charges for the Services, without discounts, multiplied by the number of months remaining in the Committed Term plus (ii) any unpaid balances (together, the "Early Termination Charge"). The Early Termination Charge will be due and payable on the date the Client's termination is effective. Client understands and agrees that in the event Services are terminated prior the conclusion of a Committed Term, it will be difficult or impossible to ascertain Logicworks' damages, thus the Early Termination Charge is intended to establish reasonable liquidated damages in the event of cancellation and is not intended as a penalty.

5. Remedies.

If Client is dissatisfied with the Services or any policies or procedures of Logicworks, Client's sole remedy shall be to terminate this Agreement in accordance with Section 4 and discontinue using the Services, provided that Client may be eligible for service credits provided by Logicworks in accordance with an Addendum attached hereto.

6. Fees

10/02/2007 18:12 FAX 7606025081

RCM1.COM

004/009

6.01. Initial Fees. All one-time fees and fees for the first full month included in the Quotation are payable on the date the applicable Quotation is signed by Client. Logicworks will not be obligated to commence installation or initiation of the Services unless and until it has received payment in full of all initial fees. Billing for the monthly fee included in the Quotation will commence on the date the Services described in the Quotation are procured and dedicated to Client. Logicworks shall use commercial best efforts to make Services available to Client soon after the Services have been procured and dedicated to Client. If Logicworks is unable to make Services available to Client in a timely manner, Client may be eligible for service credit, at the sole discretion of Logicworks.

6.02. Monthly Fees; Integration Services. Client will receive monthly invoices for recurring monthly charges and one-time fees. In addition, fees for the second (2nd), thirteenth (13th), and twenty-seventh (27th) full month of service shall be waived. Client will be required to pay the full amount invoiced, including any taxes relating to the use of the Services, within 30 calendar days of receipt of the date of the invoice. Integration services, other than those set forth in the Quotation, requested by Client will be billed in hour increments based on Logicworks' then-current standard rate. A minimum of one (1) hour is required for all integration services.

6.03. Overdue Amounts. Any amounts not paid by Client when due shall bear interest at the lower of (i) a rate of 1.5% per month or (ii) the highest rate permitted by applicable law, until paid in full. If any amount owed by Client is overdue, (a) Logicworks may, but is not obligated to, suspend the Services (in accordance with the requirements of Section 4.01 hereof) until all payments are made and (b) Client shall be responsible for Logicworks' costs of collection, including attorneys' fees and costs.

6.04. Unauthorized Use. Client will be responsible for all use of the Services accessed through Client's account, whether or not such use is authorized by Client. Client will remain responsible for all charges to Client's account for any unauthorized use until (i) Client notifies Logicworks in writing regarding the unauthorized use and (ii) Logicworks has had a reasonable opportunity to cancel the account in question.

6.05. Payment of Bills. Logicworks shall render bills on a monthly basis and payment shall be due within thirty (30) days of receipt. Any Logicworks' bill shall become final and not subject to later dispute or challenge unless Client shall notify Logicworks in writing of any dispute or challenge to the bill within 45 days of its receipt and such writing specifies in detail the basis for any challenge or dispute. Unless such a detailed objection is received in accordance with this provision, Client shall have irrevocably waived any grounds for objection and shall thereafter be liable for the costs of collection, including reasonable attorneys fees.

7. Credit Approval.

Client may be subject to initial and continuing credit reviews. Client authorizes Logicworks to order and review credit reports detailing Client's credit status and history at any time prior to and while Services are provided. Logicworks reserves the right to withhold initiation or full implementation of the Services pending approval of Client's creditworthiness. If Client's creditworthiness is unacceptable, Logicworks may, but assumes no obligation to, refuse to provide the Services or require Client to deliver to Logicworks an advance payment of fees (a "Deposit") prior to the implementation of the services. In the event there is a material adverse change in Client's creditworthiness, Logicworks may, in addition to its other remedies, (i)

10/02/2007 18:12 FAX 7606025081

RCM1.COM

005/009

withhold or cease providing the Services (pursuant to Section 4.01 hereof), (ii) decline to accept further requests for Services and (iii) condition its provision of the Services on Client's reasonable assurance of payment or delivery of a Deposit.

8. Content Responsibility; Disclaimer of Third Party Actions and Control; Force Majeur.

Client understands and agrees that Logicworks and its network service suppliers are not under any obligation to monitor, and are not responsible for, the content of third party transmissions which may pass through the Internet and/or the Services. Logicworks does not and cannot control the flow of data to or from the Logicworks network and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. Acts or omissions by these third parties can interrupt the Services, access to Client's Web site and/or Client's connection to the Internet (or portions thereof). Although Logicworks will use commercially reasonable efforts to take actions it deems appropriate to remedy and avoid such events, Logicworks cannot guarantee that they will not occur. Accordingly, Logicworks disclaims any, and all liability resulting from or related to such events. If a party's performance of any part of this Agreement, other than the payment of money, is prevented or delayed by reason of an act of God, act of war, act of terrorism, fire, governmental action, labor dispute or other cause beyond the performing party's control, then such party shall be excused from performance for the length of such prevention or delay.

9. Client Materials; Acceptable Use.

Client agrees that it will not use the Services in ways that violate laws, infringe the rights of others or interfere with the users, services, software or equipment of the Logicworks network. Client represents and warrants that any material which Client places on the Services, permits to be placed on the Services with or without Client's authority, or on the Internet and/or the Web through the Services, including, without limitation, Client's domain name(s), will not (i) violate the rights, including without limitation, copyright, trademark or other intellectual property rights, of any third party or give rise to any claim of such violation, (ii) violate any Federal, state, local or foreign law, rule or regulation of any type or nature (civil or criminal), including, without limitation, laws with respect to child pornography, harassment, or export controls or (iii) contain or transmit any software disabling devices, computer worms, viruses or internal controls or (iv) damage any property. Client also represents and warrants that it will not distribute, or allow through its gross negligence a third party to distribute off Client's server(s), unsolicited advertising, chain letters, or unsolicited bulk e-mail ("SPAM"), or directly or indirectly use SPAM to advertise, direct, promote, or attract traffic to Client's hosted services; attempt to gain unauthorized entry to computers, data or networks; distribute libelous, defamatory or racially offensive material or materials which include personal attacks or hate speech over the Internet. Client also agrees that it will not use the Services in any way that is inconsistent with the AUP available at <http://www.logicworks.net/acceptableuse.php>, as modified by Logicworks from time to time. As per Section 4.01 hereof, Client's violation of the AUP and/or Client's illegal use of the Services shall be deemed a Default of this Agreement and, in the event of such a Default, Logicworks has the right, but assumes no obligation, to suspend the Services without notice to Client. However, Logicworks shall use best effort to provide Client with notice of such suspension, and an opportunity to cure in accordance with industry standards. Client acknowledges and agrees that

10/02/2007 18:13 FAX 7606025081

RCM1.COM

008/009

Logicworks' liability insurance does not extend to Client's Web site or materials. Client is advised to ensure that Client's liability insurance provides coverage for Client's Web site and Client materials.

10. WARRANTIES.DISCLAIMERS.

LOGICWORKS WARRANTS ALL SERVICES UNDER THIS AGREEMENT WILL BE PERFORMED IN ACCORDANCE WITH GENERALLY ACCEPTED INDUSTRY STANDARDS BY PERSONNEL THAT ARE QUALIFIED TO PERFORM THE SERVICES AND THAT NO SERVICES INFRINGE OR VIOLATE ANY U.S. PATENTS, TRADEMARKS, COPYRIGHTS, TRADE SECRETS, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. EXCEPT AS SET FORTH IN THIS AGREEMENT, THE SERVICES ARE OFFERED ON AN "AS IS" BASIS AND LOGICWORKS AND ITS NETWORK SERVICES SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. NEITHER LOGICWORKS NOR ITS NETWORK SERVICE SUPPLIERS WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE.

11. LIMITATION OF DAMAGES.

11.1. GENERAL DAMAGES. LOGICWORKS' AGGREGATE LIABILITY TO CLIENT RELATING TO OR ARISING OUT OF THIS AGREEMENT OR THE SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNTS PAID BY CLIENT TO LOGICWORKS FOR THE SERVICES IN QUESTION DURING THE ONE-YEAR PERIOD IMMEDIATELY PRECEDING THE EVENT WHICH GAVE RISE TO CLIENT'S CLAIMS.

11.2. CONSEQUENTIAL DAMAGES. IN NO EVENT WILL LOGICWORKS OR ITS NETWORK SERVICES SUPPLIERS BE LIABLE FOR ANY DAMAGES, LOSSES OR CLAIMS OF ANY TYPE OR NATURE, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR FOR ANY OTHER SPECIAL, INCIDENTAL, DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES AND/OR USE OF, INABILITY TO USE OR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION OR MATERIALS INCLUDED IN THE SERVICES OR PRODUCTS PROVIDED HEREUNDER, EVEN IF LOGICWORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Indemnification.

12.1 Client shall indemnify and hold Logicworks and its employees, agents, shareholders, officers, directors and successors and assigns harmless from and against any and all claims, damages, liabilities, costs and expenses (including attorneys' fees and costs and settlement costs) arising out of (i) any breach by Client of any of the representations, warranties, covenants or agreements set forth in this Agreement including without limitation the AUP (from time-to-time in effect), (ii) Client's use of the Services or arising with respect to any content, software or materials which Client places on the Services, (iii) damages caused by equipment owned by Client and located on Logicworks' , datacenter facilities or (iv) damage to Logicworks' datacenter facilities caused by Client or its representatives.

12.2 Subject to Sections 11.1, 11.2 and 14, Logicworks shall indemnify and hold Client and its employees, agents, shareholders, officers, directors and successors and assigns harmless from and against any and all claims, damages, liabilities, costs and expenses (including attorneys' fees and costs and settlement costs) arising out of (i) any breach by Logicworks of any of the representations, warranties, covenants or agreements set forth in this Agreement, (ii) Logicworks' Services or arising with respect to any content, software or materials which Logicworks uses to provide and/or deliver its Services, (iii) damages caused by equipment owned by Logicworks or Logicworks' other customers or (iv) damage to Client's database and system caused by Client or its representatives.

13. Changes in Agreement, Fees and Services.

Logicworks may modify this Agreement, change the fees related to the Services or discontinue or revise any aspect of the Services upon sixty (60) calendar days written notice to Client in writing or via e-mail. Client shall be deemed to have accepted any such changes or modifications by continuing to use the Services after the end of a 60-day period. If any such change has a material adverse effect on Client, Client may terminate the Services by providing written notice to Logicworks before the end of the 60-day period. If Client terminates the Services pursuant to this Section 13, Client will not be subject to the Early Termination Charge but will be required to pay all other fees to and through the date of termination.

14. UNAUTHORIZED ACCESS.

NEITHER LOGICWORKS NOR ITS NETWORK SERVICES SUPPLIERS WILL BE LIABLE FOR UNAUTHORIZED ACCESS (i.e. "HACKING") TO LOGICWORKS' OR CLIENT'S TRANSMISSION FACILITIES OR PREMISE EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF CLIENT'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF THE NEGLIGENCE OF LOGICWORKS OR ITS NETWORK SERVICE SUPPLIERS. HOWEVER, LOGICWORKS AGREES TO USE ITS BEST EFFORTS TO RECTIFY ANY VULNERABILITIES OF WHICH LOGICWORKS HAS ACTUAL KNOWLEDGE IN ITS TRANSMISSION FACILITIES OR PREMISE EQUIPMENT. NOTWITHSTANDING THE FOREGOING, LOGICWORKS MAY BE LIABLE FOR PHYSICAL SECURITY BREACHES CAUSED BY LOGICWORKS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

15. Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

This Agreement shall be governed by and construed according to the laws of the State of New York. Client hereby submits to the exclusive jurisdiction of the United States District Court for the Southern District of New York and of any New York State court sitting in New York City for purposes of all legal proceedings arising out of or relating to this Agreement or the Services without regard to conflict of laws provisions and principles thereof. Each of Logicworks and Client hereby irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

16. Assignments.

Client shall not assign this Agreement or, unless set forth in an Addendum, resell the right to use the Services without the prior written consent of Logicworks. A merger or sale of Client's assets shall not be deemed a resale of Logicworks' Services.

17. Counterparts; Integration; Effectiveness.

This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement constitutes the entire agreement of the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement shall become effective upon Logicworks' acceptance of Client's signature on signature page hereof.

18. Name and Trademarks.

10/02/2007 18:14 FAX 7606025081

RCM1.COM

008/009

Client permits Logicworks to use its name and trademarks in listings of Logicworks' clients for promotional, marketing and advertising purposes, provided that such use accurately reflects the relationship of the parties.

19. Survival.

All terms of this Agreement which should by their nature survive the termination of this Agreement shall so survive including but not limited to Sections 2, 4, 5, 6, 8, 9, 10, 11, 12, 14, 15 and 19.

20. Notices.

All notices given by Client to Logicworks shall be in writing and delivered (via regular mail) to Logicworks at 11 Beach Street, New York, NY 10013, or by fax to (212) 625-5463. All notices required to be delivered to Client in writing shall be delivered (via regular mail, e-mail or fax) to the address, e-mail address or fax number indicated in the Quotation or the Client information form. Any notice or communication provided shall be effective (a) if by regular mail, three days after deposit in the mails with postage prepaid, (b) if by e-mail, on the next business day after it shall have been given with electronic confirmation, or (c) if by facsimile, on the next business day after it shall have been given by facsimile transmission with electronic answer back confirmation.

21. Ownership of Data and Records.

It is understood and agreed that Client is the owner of any and all records, log files, user and site information, and/or data created, maintained, and/or stored on and/or through Client's domain, website and/or database. Logicworks agrees that it will not use, copy, modify, access, disclose or otherwise take any other action with respect to such records, log files, user and/or site information, and data except for the limited purpose of fulfilling its obligations under this Agreement, to comply with Client's instructions, or in response to legal or governmental requirements.

22. No Changes.

Client represents and warrants that it made no changes to this Agreement prior to providing this Agreement to Logicworks for acceptance other than handwritten changes initialed by both Client and Logicworks.

23. Confidentiality.

Should any of the parties disclose any of its confidential and proprietary information for any purpose in connection with this Agreement, the party receiving the information will use the same degree of care to maintain the secrecy of the information of like kind, and may use the information only for the purpose of performing its obligations under this Agreement. Except for all of the Client's electronically stored data, which the parties agree is automatically deemed confidential information, all materials and information that are confidential must be clearly identified or marked as confidential at the time of disclosure. None of the parties may disclose the terms and conditions of this Agreement to any third party except as required by law or by governmental regulations, requirement or order, or as may be necessary to establish or assert its rights hereunder. Notwithstanding anything to the contrary, it is agreed that no information provided by Logicworks to Client or Client to Logicworks shall be deemed to be confidential information unless said information is set forth in a writing that bears a clear legend identifying the contents as confidential and proprietary information of Logicworks, or Client as the case may be and such writing is accepted by a duly authorized representative of Client or Logicworks as the case may be. Nothing in this Agreement prohibits or limits a party's use of information (including but not limited to ideas, concepts, know-how, techniques, and methodologies) (i) previously known to it,

10/02/2007 18:15 FAX 7606025081

RCM1.COM

009/009

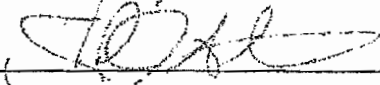
(ii) independently developed by it, (iii) acquired by it from a third party which is not, to its knowledge, under an obligation not to disclose such information, or (iv) which is or becomes publicly available through no breach of this Agreement.

BY SIGNING BELOW, CLIENT AGREES TO THE TERMS AND CONDITIONS DESCRIBED ABOVE AND ANY OTHER QUOTATION OR ADDENDUM SIGNED BY CLIENT AND ATTACHED HERETO, AND TO A COMMITTED TERM OF 27 MONTHS:

COMPANY NAME ("CLIENT"):

Real Capital Markets.com, LLC

BY (SIGNATURE):



NAME & TITLE:

Stephen J. Alter CEO

DATE:

Oct 2 07

Billing Approval Agreed to and Accepted:

LOGICWORKS

Authorized Credit: \$ _____

By: _____

By: _____ Name:

Title:

Activation Date: ____/____/____ Date:

Modified 9/01/03 4

hij
LESSEN
10/3/07
G. K. Kiefer

10/02/2007 17:58 FAX 7606025081

RCM1.COM

002/011

Addendum No. 1 to Master Service Agreement between Logicworks® and Real Capital Markets ("Client")

Logicworks®
Dedicated Server Agreement

This Addendum sets forth the agreement between Logicworks® and Client concerning an arrangement whereby Client will use server(s) provided by Logicworks.

1. Dedicated Server Service.

Logicworks will provide Client with use of Dedicated Server(s), as specified in Quotation, located in Logicworks' datacenter facilities, Network Operations Center support and server monitoring and maintenance (together, the "Dedicated Server Service"). Subject to the restrictions of the Master Service Agreement and this Addendum, Logicworks will provide network maintenance and configuration, maintenance and repair of the Dedicated Server hardware, and administration and configuration of the Dedicated Server operating system(s) and pre-installed tools and applications. The datacenter facilities and the Dedicated Server(s) are provided on an "AS-IS" basis.

2. Committed Term.

The Committed Term for the Dedicated Server Service is 27 months, commencing on the date the Dedicated Server Service is activated for billing purposes, or as indicated on subsequent Quotations, whichever is longer. If Dedicated Server Service is being renewed, Committed Term will begin on signature date of this Agreement or on the day after the previous Committed Term, whichever is later.

3. IP Addresses. Client is entitled to rent four (4) Internet Protocol addresses per Dedicated Server. Any additional IP addresses must be rented from Logicworks at the then-current list price. All IP addresses remain the property of Logicworks and will be retained by Logicworks when the Dedicated Server Service is terminated. Although Client acknowledges that the said IP Addresses are the sole property of Logicworks, Logicworks may only cause an alteration of the IP Address assignments by providing Client with a minimum of twenty days advance written notice of a change of an IP Address; it being further agreed that Logicworks shall then also provide Client with replacement IP Address assignments so that Client can cause all changes to be recorded with the appropriate DNS registry for the corresponding domain name/URL. Logicworks shall use reasonable efforts to avoid any disruption to Client resulting from such renumbering requirement.

4. Security. Client is prohibited from physically modifying or otherwise, handling the Dedicated Server(s) hardware and from entering Logicworks' datacenter facilities. Any modification made to the operating system or pre-installed tools and applications of the Dedicated Server(s) must be made in accordance with practices and procedures specified by Logicworks. Client will have remote logon access to Client's Dedicated Server(s) based on Secure Shell, both SSH1 and SSH2, for UNIX servers or Microsoft Remote Desktop Protocol for servers running Windows 2000 or later. Logicworks reserves the right to permit access to certain services via Virtual Private Network (VPN) only. Client acknowledges that with the aforementioned remote logon access Client bears shared responsibility for security with Logicworks. Although Logicworks cannot enforce such policies, Logicworks recommends that Client adheres to security practices that are in accordance with commercial industry standards and Logicworks can provide recommended security procedures upon request or can be found at <http://www.logicworks.net/page.php/prmID/247>, although adherence to

10/02/2007 17:59 FAX 7606025081

RCM1.COM

003/011

such procedures also does not guarantee security. Logicworks does not guarantee the security of the Dedicated Server(s), the datacenter facilities or Logicworks' network. However, Logicworks agrees to use its best efforts to provide up-to-date electronic and physical security to the Dedicated Server(s), the datacenter facilities and Logicworks' network on a good faith basis consistent with best industry practices. Logicworks will use its best efforts to assist in network security breach detection, identification and/or auditing, but shall not be liable for any inability, failure or mistake in doing so. Notwithstanding the foregoing, Logicworks will only be liable for physical security breaches caused by its gross negligence or willful misconduct.

5. Restricted Activities.

5a. General. If Client engages in any of the following prohibited activities, Logicworks will not be required to perform basic tasks associated with the Service: (i) altering TCP/IP properties on the port interface, (ii) making any modifications that would prohibit server from rebooting properly or, (iii) modifying or deleting contents of Logicworks administrative directories.

5b. Microsoft Operating Systems. If Client engages in any of the following prohibited activities, Logicworks will not be required to perform basic tasks associated with the Service: (i) altering NetBIOS over TCP/IP on the port interface, (ii) disabling file sharing, (iii) changing administrator rights, account(s), password(s) (subscriber should contact Logicworks to make administrative account modifications), or removing Logicworks' accounts from administrator's group, (iv) modifying or disabling scheduled tasks or Task Scheduler jobs, (v) removing Client's server(s) from the domain or, (vi) disabling the trust between Client's domain(s) and the Logicworks domain. This paragraph 5b does not apply to Clients using a UNIX platform.

5c. UNIX Operating Systems. If Client engages in any of the following prohibited activities, Logicworks will not be required to perform basic tasks associated with the Service: (i) modifying secure shell (ssh) configurations, (ii) modifying password authentication modules (PAM), (iii) modifying or deleting the Logicworks account(s), (iv) changing the root password (Client should contact Logicworks to make root account modifications), (v) modifying Up2date, required for patching servers, or (vi) otherwise preventing access from Logicworks administrative network. This paragraph 5c does not apply to Clients on platforms using Microsoft Operating Systems.

5d. If Logicworks cannot perform basic hosting services for any of the foregoing reasons of this paragraph 5, Client will nonetheless be required to pay the monthly fee described in the Quotation. In the event that Client performs any of these actions, Logicworks may, at its sole discretion, charge integration and/or set up fees to restore the server pursuant to Section 11.

6. Deprecated Operating Systems.

Logicworks reserves the right to require Client to have its server(s) rebuilt in the event that the Operating System vendor no longer supports Client's current version of Operating System, creating a potential security risk. In such event, Logicworks will provide Client 30 days written notice, and shall provide the following upgrade provision at no additional cost to client: server rebuild and 3 hours of integration for migration. Failure to upgrade is deemed a security risk to Client and Logicworks, and Logicworks reserves the right to suspend service if Client does not actively pursue upgrade. Logicworks is not responsible for integrating 3rd Party applications into current version of Operating System, in accordance with the terms of Section 9.

10/02/2007 18:00 FAX 7606025081

RCM1.COM

004/011

7. No Lease/Ownership.

This Addendum is a services agreement and does not constitute a lease of any real or personal property. Client acknowledges and agrees that Client has not been granted any real property interest in the Logicworks' data facilities or any other Logicworks premises and Client has no right as a tenant or otherwise under any real property or landlord/tenant laws, regulations or ordinances. Client also acknowledges and agrees that Client has no ownership interest in the Dedicated Server(s).

8. Upgrades.

In the event Client elects to upgrade Client's Dedicated Server(s), Client will be required to sign a new Dedicated Server Addendum and Quotation with a Committed Term equal to or, at Client's discretion, exceeding the number of months remaining on Client's original contract. Pricing and discounts, if any, will be determined on the basis of the new Committed Term. Client will be required to pay a new set-up fee in connection with each upgrade where a server, array or device is added or rebuilt at Client's request. Client will not be subject to Early Termination Charges for contracts terminated in connection with an upgrade.

9. Third Party, Client Software and Collocation.

9a. In the event Client provides Logicworks with third party software for installation on the Dedicated Server(s), Client represents and warrants that Client has all requisite licenses which permit use of such software on the Dedicated Server(s) and Client hereby authorizes Logicworks to use such software on the Dedicated Server(s) during the term of this Agreement, unless earlier rescinded by Client in writing. For each unit of installed software, Client will be required to provide Logicworks with copies of the applicable software CD, license key and Certificate of Authenticity. Client shall indemnify and hold Logicworks and its employees, agents, shareholders, officers, directors and successors and assigns harmless from and against any and all claims, damages, liabilities, costs and expenses (including attorneys' fees and costs and settlement costs) arising out of (i) any breach by Client of any of the representations, warranties or covenants contained in this paragraph 9 or (ii) Client's relationship with the manufacturer of any software installed on the Dedicated Server(s) pursuant to this paragraph 9. Logicworks shall not be liable for errors or interruptions of service(s) caused by third party software installed by Client or at Client's request or by software written by Client, or third party evaluation software. Any work performed in the course of diagnosing and recovering from such errors shall be billed to Client at Logicworks' applicable hourly rate. Logicworks shall not be liable for any inability, delay, failure or mistake in diagnosing or repairing such errors.

9b. If Client uses Microsoft software provided by Logicworks, pursuant to Logicworks' Service Provider Agreement with Microsoft, Client agrees that with respect to any Microsoft software (or software product) Client shall not (i) remove, modify, or obscure any copyright, trademark or other proprietary rights notices that appear on the software (or software product) or appear during their use or (ii) reverse engineer, decompile, or disassemble the software (or software product). Additionally, the use of any such Microsoft software (or software product) provided by Logicworks shall be subject to (a) Microsoft Services Provider Use Rights, a copy of which is available at <http://www.microsoft.com/serviceproviders/licensing/spla.asp> (the "SPUR") and the SPUR is incorporated into this Agreement by reference and (b) Client acknowledges that Microsoft disclaims, to the extent permitted by law, all warranties with respect to such software (or software product) and any liability

10/02/2007 18:00 FAX 7806025081

RCM1.COM

005/011

by Microsoft for any damages, whether direct, indirect or consequential, arising from use of the software or Logicworks' services.

9c. Pursuant to Quotation, Client may collocate devices (including but not limited to VPN, IDS, search devices, etc.) in Logicworks' datacenter facilities. Client may not collocate any servers that may otherwise be provided by Logicworks as a part of the Dedicated Server Service. Client acknowledges that Logicworks will only physically install such devices in its datacenter facilities and that Logicworks shall not be liable for errors or interruptions of service(s) caused by collocated devices. On-going support for such devices shall be limited to device reboot, upon Client request or as previously agreed to in writing. In collocating such devices, Client acknowledges the following: (i) Logicworks' insurance does not extend to collocated devices, (ii) Client does not have physical access to devices, unless previously scheduled with Logicworks and such access is with Logicworks escort, (iii) it is Client's responsibility to procure a replacement for any failed devices, and that such replacement may result in the requirement for Logicworks to provide Integration Services to Client as described in Section 6.02 of the Master Service Agreement; Logicworks recommends that such devices be provided in pairs for redundancy and minimize service unavailability in the event of device failure, (iv) Client will not be permitted to have Logicworks remove any devices until the terms of this Addendum and the Master Service Agreement are satisfied and Client has paid Logicworks any and all overdue amounts due including any applicable Early Termination Charges, and (v) Client has not been granted any real property interest in the Logicworks datacenter facilities and Client has no right as a tenant or otherwise under any real property or landlord/tenant laws, regulations or ordinances.

10. Dedicated Server Maintenance.

10a. Logicworks reserves the right to perform routine maintenance on the Dedicated Server(s) which may result in inaccessibility of the Dedicated Server(s). Routine maintenance shall take place between 12:00 AM EST and 6:00 AM EST and shall not exceed one (1) hour. Logicworks will notify Client twenty-four (24) hours in advance of the maintenance window. Logicworks may also perform emergency preventive maintenance at any time without notice on network equipment. Logicworks also reserves the right without reservation to apply security patches to certain software or operating system components to address vulnerabilities whereby an unauthorized user can either hijack or disable a server, regardless of whether such patches interfere with the proper functioning of third party or proprietary software installed by Client. Except as otherwise set forth, Logicworks shall not be liable for any inability, delay, failure or mistake in identifying the need for or implementing a security upgrade. Logicworks will provide Client notice via email of patch in the prior business day. If Client does not want patch applied, Client must notify Logicworks in the prior business day. If Client chooses to not have such patch applied, Client may be subject to the terms of Section 11.

10b. If Client has elected to receive any of Logicworks' Shared Device Services, as per Quotation (or otherwise requests these services to be added in writing), including but not limited to shared firewall, shared load balancing, or services associated with any form of shared storage, Client acknowledges that while Logicworks will use commercially reasonable efforts to insure the performance of such services, such services could be adversely affected by other clients utilizing the shared device, and Logicworks shall not be responsible for such adverse effect. Client acknowledges that these services are available on a dedicated basis at an additional cost. Client also acknowledges that Logicworks reserves the right, in its sole discretion, to take appropriate action if

Client's use of the services is adversely affecting other Logicworks users, including without limitation, suspending or terminating Client's use of such Services or at Client's election, requiring Client to purchase services that are dedicated exclusively to Client.

11. Hard Disk Failure and Hardware Replacement.

In the event of a Dedicated Server hard disk failure, Logicworks' sole obligation will be to restore or replace the Dedicated Server. Unless otherwise provided for in Section 14 of this Agreement, Logicworks will have no obligation to restore Client data. In the event of failure of any hardware components, including processor(s), RAM, hard disk(s), motherboard, NIC card, and other hardware components, Logicworks will replace any failed component within 2 hours, plus disk formatting time, from diagnosis of part failure.

12. Authorized Contacts.

It is solely the responsibility of Client to provide Logicworks with current contact information in order for Logicworks to provide any support assistance and fulfill Service Requests. For definitive contact validation, Client should utilize MyLogicworks, found at <https://my.logicworks.net/>, for submission of Service Requests and managing authorized contacts. All requests received through MyLogicworks will be considered to be valid requests. Logicworks reserves the right to determine, in good faith, any request invalid, and may require a call back to the telephone number that Logicworks has on record.

13. Alert Notification.

In addition to being contacted by Logicworks Network Operations Center, Client may request to receive email alert notifications for server or service unavailability. Logicworks will not be liable for incorrect contact information and/or failure of Logicworks to contact Client due to Client telecommunications equipment failure(s). Logicworks will not be responsible for providing alert notifications for Third Party and Client Software as specified in section 9 of this Agreement, unless agreed to in writing.

14. Backup and Data Restoration Service.

If Client has elected for Backup and Data Restoration Service in Quotation, Logicworks will backup the Data on a daily basis.

14a. Archival Procedures. Logicworks will provide Client with storage repository space for the purpose of storing backup data from the Dedicated Server Service in the amount (in GBs) specified in the Quotation. The archival period will vary by the amount of storage Client has selected in the Quotation and amount of data to be backed up. Unless otherwise specified by Client in writing, Logicworks shall select backup methodology. Logicworks will, as necessary, remove as many of the oldest backup files needed so as to allow space for the newest backup to complete. Logicworks shall replicate Client's data to a separate physical storage repository residing off-site from Client's Dedicated Server once per day. Client acknowledges that this is not an archival service, and that the secondary storage repository shall be an exact copy of the primary storage repository. In the event that there is a failure of the scheduled backup process, due to a reason not listed in Section 5 of this Addendum, Logicworks will attempt to manually resume the backup process. In the event that Logicworks cannot manually complete the scheduled backup within 72 hours, Logicworks shall notify the Client of backup failure via email. Unless otherwise specified by Client, Logicworks shall be responsible for copying Client's backup data from the secondary backup server to tape and for contracting with a 3rd Party to periodically rotate tapes off-site. Client acknowledges that Tape Backup is for the sole purpose of disaster recovery and will not be used as a source from

10/02/2007 18:02 FAX 7606025081

RCM1.COM

007/011

which backups shall be routinely restored. If Client has failed to purchase enough space (in GBs) so that Logicworks is unable to restore from backup from the last two (2) days, Logicworks shall not be responsible to restore data, if requested or in the event of hardware failure.

14b. Transaction Log Replication. If Client elects for Transaction Log Replication ("TLR") service in Quotation, Logicworks shall establish service for backing up to five (5) database(s) and establishing TLR per Client's instructions. Transaction logs and database backups shall follow the procedures as described in Section 14a of this Agreement. Client may also elect to have Logicworks ship logs to another server so long as it is a part of Client's Dedicated Server Service. If Client adds additional databases, Client will need to notify Logicworks, in writing, of additional databases to be included in the TLR Service, and may be subject to an additional cost, pursuant to additional quotation or otherwise agreed to in writing. Logicworks shall monitor databases to ensure that TLR is occurring to desired destination, and shall re-establish TLR in the event that it has stopped. Additionally, Logicworks shall restore Client's databases according to this Section 14.

14c. Restoration. Logicworks will commence restoration of Data of the most recent backup within two (2) hours of Client's request or in the event of hardware failure. Client acknowledges that completion of restoration can be affected by factors such as network and/or conditions or disk formatting time.

14d. Limitations. The method used to back up the Data and the time of day when backup activities take place will be selected and/or altered by Logicworks at Logicworks' discretion. However, Logicworks shall will use best efforts to ensure that backup activities do not take place during the hours of 9:00 a.m. (EST) to 8:00 p.m. (EST). If Client terminates Backup and Data Restoration Service, Logicworks will also remove Client's data from the applicable backup servers upon request of termination. Client acknowledges that in rare instances, Logicworks may not be able to restore certain files due to data corruption, operating system incompatibilities or access limitations that occurred during the backup procedure. If Logicworks fails to restore the Data per the requirements of this Agreement, or if there are any errors, mistakes, or inaccuracies of any type or nature in doing so, Client's sole remedy for each failure will be a credit equal to the monthly fee charged to Client for use of Dedicated Server(s) plus the monthly fee charged to Client during the previous month for Data restoration, and if deemed appropriate by Logicworks rebuild of hardware in accordance with the terms of Section 11.

15. Traffic Analysis Service.

If Client has elected for Traffic Analysis service in Quotation, Logicworks will dynamically generate traffic analysis reports and make them available to Client. Traffic Analysis reports will include summary information on pages viewed, paths taken through the Website, files accessed, visitors, demographics, activity, errors, referrers, and browsers and operating systems. Traffic analysis reports include daily, weekly and monthly reporting. Traffic analysis reports will not be available quarterly or annually, unless otherwise arranged between Client and Logicworks pursuant to a Quotation. Client must request traffic analysis reports and profile changes in advance of the month or period being analyzed, (i.e. reports and profile modifications cannot be requested on a retroactive basis.) Reports are typically generated within twenty-four (24) hours of the analyzed period; reporting intervals may vary and won't exceed one (1) week. Reports are available in downloadable formats and Logicworks is required to maintain reports on-line for 90 days from the end of any given calendar month. Traffic analysis reports will not be generated during scheduled maintenance windows. At the end

10/02/2007 18:03 FAX 7606025081

RCM1.COM

008/011

of Committed Term or earlier termination of the Traffic Analysis Service, Logicworks will maintain reports on-line for 10 days. Client is permitted to edit its traffic analysis profile(s). Integration fees may be applied if Logicworks is engaged to set up additional profile(s) or modify profile(s).

15a Dedicated Traffic Analysis Service. If Client has elected for Dedicated Traffic Analysis Service in Quotation, Logicworks will provide Client with use of server for Traffic Analysis only, and Client shall not have administrative access to the Dedicated Traffic Analysis Server. Logicworks shall dynamically generate traffic analysis reports and make them available to Client. The Dedicated Traffic Analysis Service shall include up to five (5) profiles (hosts), and Client may add additional profiles subject to an additional cost pursuant to additional Quotations. Logicworks will provide requisite software licensing for the purpose of generating traffic analysis reports which will include summary information on pages viewed, paths taken through the Website, files accessed, visitors, demographics, activity, errors, referrers, and browsers and operating systems. Traffic analysis reports include daily, weekly and monthly reporting, and are typically generated within twenty-four (24) hours of the analyzed period; reporting intervals may vary but will not exceed one (1) week. Reports are available in downloadable formats and Client shall have the ability to retain reports on Dedicated Traffic Analysis Server contingent upon the amount of available disk space on server to store report data. Traffic analysis reports will not be generated during scheduled maintenance windows. Client is permitted to edit its traffic analysis profile(s). Integration fees may be applied if Logicworks is engaged to set up additional profile(s) or modify profile(s).

15b Limitations. Logicworks shall bear no responsibility or liability for third party traffic analysis software that Logicworks may use in connection with the traffic analysis services. The software used for traffic analysis services will be selected and/or altered by Logicworks at Logicworks' discretion. In the event that log files are not available or suitable for generating a report due to Client actions, Logicworks shall not be responsible for producing a report. If Logicworks fails to produce a traffic report per the requirements of this Addendum or if the report has material errors, faults or mistakes of any kind or nature, as the case may be, or if Logicworks cannot generate a retroactive report using Client-provided log files, Client's sole remedy will be a service credit equal to the monthly fee charged to Client during the previous month for traffic analysis services, and if deemed appropriate, rebuild of hardware in accordance with the terms of Section 11. In the event of Default (as defined in Section 4.01 of the Master Service Agreement), Logicworks shall not be responsible for maintaining Client data.

16. Usage Fees.

Bandwidth and Traffic Analysis fees, if applicable, shall be calculated as follows:

16a Bandwidth. Client will be required to pay for the higher of inbound or outbound bandwidth usage to the extent usage exceeds the amount of bandwidth specified on Quotation, as measured by Logicworks at Dedicated Server's Ethernet port on Logicworks' network, at the rate specified in the Quotation. If no rate is specified in the Quotation, the rate will be as specified in Logicworks' price list. Additional bandwidth will be billed in fifty (50) GB increments, rounded up to the nearest 50GB, or nearest Mbps if bandwidth is calculated on the basis of the 95th percentile utilization method. Bandwidth coverage will be billed as it is incurred, and will reset at the end of each calendar month.

10/02/2007 18:03 FAX 7606025081

RCM1.COM

009/011

Logicworks reserves the right to require pre-payment for excess bandwidth. The parties acknowledge that Bandwidth traffic is measured at Client's Dedicated Server's public Ethernet port or public interface port of dedicated firewall, if applicable, and therefore traffic analysis tools and reports do not accurately reflect bandwidth usage for the purposes of this paragraph 16a. Bandwidth related to backup services, if selected by Client, is not included in bandwidth calculation. However, intra-server bandwidth traffic on the public interface will be billable; i.e. Client will be responsible for ensuring that intra-server traffic goes over private interface.

16b Traffic Analysis. Client agrees to pay the monthly fee as specified in the Quotation for traffic analysis services. Fees will be based on the number of hits to the Website(s), with the first one million (1,000,000) hits included in the monthly fee and additional hits billed in two hundred and fifty thousand (250,000) hit increments, at a rate specified in Logicworks' price list. Hits are defined as the total number of HTTP requests that the Dedicated Server receives during the reporting period. Hits will be calculated as of the last day of the each calendar month. In determining Client's monthly fee for any given month, Logicworks will calculate the aggregate number of hits to each of Client's profiles. Logicworks' determination of hits will be based on the reporting software and such determination will be conclusive.

16c. Disputed Amounts. If Client disputes any of the specific variable usage fees described in this paragraph 16, Client must (a) send a written statement to Logicworks setting forth the objection to such charge(s) in specific detail within forty-five (45) days of the date of the invoice and (b) pay all undisputed amounts on such invoice within forty-five (45) days of the invoice date (a "Permitted Objection"). If Client fails to satisfy both requirements (a) and (b), Client waives any such objection and such invoice shall be deemed to be final and binding on Client. Upon receipt of a Permitted Objection, Logicworks may dispute such Permitted Objection in writing within fifteen (15) days of receipt and shall use commercially reasonable efforts to provide back-up to Logicworks position (a "Dispute Notice"). If Logicworks does not dispute such Permitted Objection in writing within such fifteen (15) day period, Logicworks shall be deemed to have accepted such Permitted Objection and such Permitted Objection shall be deemed to be final and binding on Logicworks. Client may respond to a Dispute Notice in writing within ten (10) days of receipt outlining Client's disagreement with the Dispute Notice (an "Ongoing Objection") and if Client fails to so respond within such ten (10) days period, Client shall be deemed to have accepted Logicworks Dispute Notice and such Dispute Notice shall be deemed final and binding on Client. If Client sends an Ongoing Objection, the parties shall endeavor to resolve the dispute by a meeting in person or via telephone within ten (10) days of the Ongoing Objection. The parties specifically acknowledge and agree that this paragraph 16(c) shall only apply to disputes with respect to the variable usage fees set forth in this paragraph 16 and all other fees and charges, including without limitation, all monthly recurring fees, and invoices shall be governed by, and subject to, Section 6.05 of the Master Service Agreement and not this Section 16(c).

17. End of Term Data Removal.

At the end of Committed Term or earlier termination of the Dedicated Server Services, Client will have an additional ten (10) business days to remove stored data from the Dedicated Server(s). However if termination is due to 4.01(i), Logicworks reserves the right to withhold stored data until past due amounts have been paid in full. Logicworks otherwise agrees to cooperate fully with Client so as to achieve smooth transition of all stored data. At the conclusion of ten (10) business days, Logicworks will reclaim the Dedicated

10/02/2007 18:04 FAX 7606025081

RCM1.COM

010/011

Server(s) and all stored data will be destroyed. Logicworks shall not be responsible for any damages or liability of any type or nature as a result of such destruction of data.

18. Service Level Agreement.

Logicworks will use commercially reasonable efforts to ensure that the Dedicated Server Service is active 99.999% of the time in any given calendar month. If Logicworks fails to meet the foregoing uptime guarantee, Client's sole remedies will be as follows:

18a. Service Credits. Client will be entitled to service credits for time during which Client's Dedicated Server Service is inactive ("Server Downtime"). At Client's request, Logicworks will calculate the total amount of Server Downtime reported by Client in a calendar month. For each cumulative hour of Server Downtime in the relevant calendar month, Client's account will be credited for the equivalent of one day of Client's recurring monthly fee for the Dedicated Server Service. Server Downtime will not include (i) downtime which Client fails to report to Logicworks

within five (5) calendar days, (ii) downtime resulting from scheduled Logicworks Network maintenance, (iii) disk formatting time, (iv) downtime caused by third party software installed by Client or at Client's request, (v) downtime caused by software written by Client, (vi) downtime caused by acts or omissions of Client or agents of Client other than Logicworks, (vii) downtime caused by inaccessibility on the Internet, unrelated to Logicworks' network or network providers), (viii) downtime caused by Logicworks blocking Client data communications in contravention of the AUP, (ix) downtime caused by restricted activities pursuant to Sections 5a, 5b, and 5c of this Agreement, (x) downtime caused by servers or services outside of Logicworks' datacenter facilities on which the Dedicated Server Service is dependent (including but not limited to domain controllers), which result in Service unavailability (xi) downtime as a result of activities described in Section 10b or (xii) downtime caused by an act of God, act of war, act of terrorism, fire, governmental action, labor dispute or any other circumstances beyond Logicworks' control (not including downtime due to loss of power and/or cooling). In no event will the amount of service credits awarded to Client in any calendar month exceed Client's monthly fees or be carried forward or backward to charges for a different month.

18b. Termination Option. If the amount of Server Downtime suffered by Client equals (i) more than four (4) consecutive hours in excess of disk formatting time or (ii) more than twelve (12) cumulative hours in excess of disk formatting time in any three (3) month period, Client will have the option of terminating the Agreement and the Dedicated Server Service, provided that in the case of Server Downtime exceeding four (4) consecutive hours, Client will be required to

report the Server Downtime to Logicworks within five (5) calendar days of the outage. For any termination pursuant to this paragraph 18(b), Client must terminate within thirty (30) days of the existence of the right to terminate. If Client

does not terminate within such 30 day period, (a) the right to terminate shall be forfeited and (b) any such server downtime shall not be permitted to be carried forward and used with other downtime (or otherwise) to terminate. Server Downtime shall not be permitted to be carried forward or used in connection with any other termination pursuant to clause (ii). The termination will be effective immediately upon written notice is received by Logicworks.

In the event Client terminates the Agreement pursuant to this paragraph 18(b), Client will not be

10/02/2007 18:05 FAX 7606025081

RCM1.COM

011/011

required to pay the Early Termination Charge (as defined in the Master Service Agreement).

19. Master Service Agreement. All aspects of the Dedicated Server Services, including, without limitation, the payment of fees and limitations on Logicworks' liability, will be governed by the terms of the Master Service Agreement of which this Addendum is a part.

Agreed to and Accepted:

LOGICWORKS

Company Name By: _____
Name:

By: _____
Name: Date:
Title:
Date:

[Signature]
Stephen J. Alter, Title: *CEO*
46 RCM1, 16

h/ly
Greg K. Kunkle
ve & ME
10/3/07

10/02/2007 18:17 FAX 7606025081

RCM1.COM

002/006

Addendum No. 2 to Master Service Agreement between Logicworks® and Real Capital Markets ("Client")

Logicworks®
Managed Database Service Agreement

This Addendum sets forth the agreement between Logicworks® and Client concerning an arrangement whereby Client will use server(s) and services provided by Logicworks.

1. Managed Database Service.

Logicworks will provide Client with Managed Database Services, as specified in Quotation, performed within Logicworks' datacenter facilities, Network Operations Center support, installing the database application, installing and/or upgrading any server software and security patches, generating regular status reports (configuration of built-in reporting tools), management of database backups and data restoration, combining the chosen hardware and software components that make up the database cluster (together, the "Cluster"), managing failover and fail-back scenarios, database monitoring for identification of problems, alerting through comprehensive health-tests and identification of root-cause of problems (together, the "Managed Database Service"), subject to the restrictions of the Master Service Agreement, Dedicated Server Agreement and this Addendum. Except as otherwise set forth, the datacenter facilities, the Managed Database Services, and the Dedicated Server(s) are provided on an "AS-IS" basis.

2. Committed Term.

The committed term (the "Committed Term") for the Managed Database Service is 27 months, commencing on the date the Managed Database Service is activated for billing purposes, or as indicated on subsequent Quotations, whichever is longer.

3. Failover/Replication Restoration Procedures.

The failover procedures will be determined by the hardware and/or software components selected by the Client as per the Quotation and the minimum requirements as described in Section 11 of this Agreement. The failover procedures and process are as follows:

3a. Dynamic Failover Procedure. In dynamic failover procedure, failover will be automatic, with failover taking no more than thirty (30) seconds. Client acknowledges that in the case of there being only 2 physical database servers, until primary database server has been restored as per Section 11 of the Dedicated Server Agreement, and fail-back procedures have been implemented, database servers will not be configured in a redundant scenario.

3b. Replication Failover Procedure. In database replication scenario, Logicworks will fail over to secondary database within 30 minutes from confirmation of primary database failure. Client acknowledges that in the event of database hardware failure or database hardware unavailability, failover is not instantaneous but will be based upon the following pre-defined steps: (i) ensure that all of the log files shipped to secondary database server have been applied, (ii) place secondary database server into read-write mode, and (iii) point web and application servers (as required) to secondary database server. Client acknowledges that until problem with primary database server has been remedied as per Section 11 of the Dedicated Server Agreement, and fail-back procedures have been implemented, database servers will not be configured in a redundant scenario.

3c. Replication Restoration Procedure. In the event that Client has failed over to secondary database server, Logicworks will re-establish replication to the restored primary database server, if possible. In addition to hardware replacement provision as set forth in Section 11 of the Dedicated Server Agreement, "Hardware Replacement", Logicworks will require approximately 4 hours to re-establish replication according to the following steps: (i) provision failed server on new hardware (ii) format disks, (iii) restore backup (iv) apply transaction logs, (v) turn replication back on.

4. Fees for Managed Database Service.

Logicworks will provide Client with Managed Database Services and establish Client's database Cluster, as specified in Quotation. Billing for Managed Database Service shall commence when billing begins for the services described in the Quotation, as specified in Section 6.01 of the Master Service Agreement. The specific Managed Database Service to be established will be based on the hardware configuration specified in Quotation. Unless specified in the Quotation Client will provide valid licenses and support for all database software licenses in accordance with Section 11 of the this Agreement. The Managed Database Service fees are exclusive of hardware (and software) fees specified in Quotation. Monthly and one-time fees for the Managed Database Service will be for a maximum of five (5) separate databases. If Client has more than 5 databases or adds additional databases to exceed 5 databases as permitted by Section 8 of this Agreement, Client will be billed in one (1) database increments at Logicworks' then current price list, or as otherwise specified in Quotation. Billing for the Managed Database Service will begin concurrently with Dedicated Server Service activation.

5. Migration.

Client may utilize Logicworks to provide database migration services. Migration services shall be billed at an hourly rate, as described in Section 6.02 of the Master Service Agreement, or as specified in the Quotation. The Managed Database Service does not include migration of the database(s).

6. Testing.

Client is required to schedule testing of all database failover scenarios with Logicworks. If failover of any database is not tested, Logicworks will not be required to perform the Managed Database Services under this Agreement.

7. Monitoring and Alerting.

Client is required to specify, in writing, monitoring and alerting parameters as well as notification and response procedures expected of Logicworks for specific alert types. If Client fails to specify monitoring and alerting procedures, Logicworks will not be required to perform the Managed Database Services under this Agreement. In the event that Client requests changes to the monitoring and alerting or notification procedures, Client will be required to notify Logicworks in writing. Notwithstanding the foregoing, Client will be subject to Section 14 ("Alert Notification") of the Dedicated Server Agreement.

8. Changes/Additions to Database(s).

If Client adds or modifies any database instances to the Cluster, in order for these instances to become a part of the failover scenario, Client must notify Logicworks of the modifications or additions prior to implementing such modifications or additions, and will be required to test failover of the instances in accordance with Section 6 of this Agreement. The addition of database instances may require modifications to the Cluster, which may result in

integration charges, as described in Section 6.02 of the Master Service Agreement.

9. Database Backup Configuration.

Replication and Dynamic failover will not protect from the corruption of data or deletion of data from the database. In either of those scenarios, data will need to be restored from the latest uncorrupted database backup. At the specific direction of the Client, Logicworks will configure a database backup regimen that will enable restoration to a point in time specified by Client. Additional hardware may be required for off-server backup, and will be specified in the Quotation. Client will need to communicate initial and any modifications to the backup regimen in writing.

10. Limitations on Managed Database Services.

Client acknowledges that Logicworks' Managed Database Service is designed to provide protection from hardware failures in accordance with estimated recovery times which will be determined by the hardware and software configuration (replication or dynamic failover) requested by Client. Client acknowledges that Logicworks' Managed Database Service will not provide protection from failures of any third-party database application or the data itself, including but not limited to data corruption, memory leaks, inadequate hardware specifications, or flaws (bugs), known and unknown, in database software, and limitations of database software. Additionally, Client acknowledges that Logicworks is not responsible for SQL queries, SQL statements or management of database contents.

11. Minimum Requirements.

If Client fails to comply with any of the foregoing, the Managed Database Services will be suspended until Client so complies; provided that Client shall continue to be obligated to pay for such services for the Committed Term.

11a. General.

The minimum hardware requirements for Client to be eligible to receive Logicworks' Managed Database Service shall include the following: (i) a minimum of two (2) physically separate database servers of equivalent hardware specifications and if required, a minimum of two (2) dedicated storage arrays of equivalent hardware specifications, (ii) each server shall contain SCSI disks if Client is using on-board storage (in a replication scenario, except in the case of MySQL, which can use on-board storage in dynamic scenario) or external storage arrays (dynamic failover scenario), (iii) each database server or storage array shall have adequate disk space for Client's data files, log files, and backups, and must maintain adequate disk space for projected ninety (90) day growth so as to not exceed a threshold of 85% total disk usage (iv) Logicworks reserves the right to require use of requisite additional software (e.g., Veritas) to manage the storage and failover process, and (v) all failover scenarios are subject to testing, coordinated by Client and Logicworks. Web servers and application servers dependent on database servers need to be configured in accordance with Logicworks' recommended practices.

11b. Oracle Database. Client must have necessary Oracle 10g Standard Edition or Oracle 10g Enterprise Edition license(s), or later, and requisite Oracle support contracts. Logicworks will not provide the Managed Database Service for Clients running Oracle 10g Standard Edition 1.

11c. Microsoft SQL Server. Client must have necessary Microsoft SQL Server Enterprise Edition licenses, or can procure such licenses directly from Logicworks at an additional cost. Logicworks will not provide the Managed

10/02/2007 18:19 FAX 7606025081

RCM1.COM

005/006

Database Service for Clients running Microsoft SQL Standard Edition, except in the case where Client is utilizing MS SQL 2005 Standard in which case Client must also, pursuant to quotation, dedicated one additional "witness" server as to be a part of the Dedicated Server Service.

11d. MySQL Server.

Logicworks may require that Client have necessary commercial MySQL licensing, or can procure such licenses directly from Logicworks at an additional cost.

11e. Limitations. Under no circumstances can Logicworks provide support for any custom or additional 3rd Party software that may depend upon the database application(s), or upon which the database application(s) are dependent.

12. Service Level Guarantee.

Logicworks will use commercially reasonable efforts to ensure that the Managed Database Service will result in databases being active 100% of the time in any given calendar month. If Logicworks fails to meet the foregoing uptime guarantee or otherwise materially fails to perform any of its material obligations pursuant to this Agreement, Client's sole remedies will be as follows:

12a. Service Credits. Client will be entitled to service credits equal to for time during which Client's Managed Database Cluster is inactive ("Database Service Downtime"), rendering the database cluster unavailable (i.e. hardware components and prescribed failover methods have failed). At Client's request, Logicworks will calculate the total amount of Database Service Downtime reported by Client in a calendar month. For each cumulative hour of Database Service Downtime in the relevant calendar month, Client's account will be credited for the equivalent of 10 days of Client's recurring monthly fee for the Dedicated Server Service as described in the Dedicated Server Agreement. If Client has more than one database cluster, credits shall be based only on Dedicated Server Services dependent on the unavailable cluster. Database Service Downtime will not include (i) database downtime which Client fails to report to Logicworks within five (5) calendar days, (ii) database downtime resulting from scheduled Logicworks Network maintenance, (iii) inaccessibility of the database servers(s) from certain servers where other servers can still access the database server(s), (iv) downtime caused by third party software installed by Client or at Client's request, (v) downtime caused by software written by Client, (vi) database downtime caused by failure of Client to notify Logicworks of changes/additions to database(s) as described in Section 8 of this Agreement, (vii) database downtime incurred while failing over to secondary database in Replication Scenario as described in Section 3 of this Agreement, (viii) database downtime due to insufficient hardware resources, (ix) database downtime caused by acts or omissions of Client or agents of Client other than Logicworks (e.g. Client's modification of replication schedule), or, (x) database downtime caused by inaccessibility on the Internet, unrelated to Logicworks' network or network providers). In no event will the amount of service credits awarded to Client in any thirty (30) day period exceed Client's monthly fees or be carried forward or backward to charges for a different month.

12b. Termination Option. If the amount of Database Service Downtime suffered by Client equals (i) more than two (2) consecutive hours or (ii) more than six (6) cumulative hours in any three (3) month period, Client will have the option of terminating the Dedicated Server Service and Managed Database Service and the Agreement, provided that in the case of Database Service Downtime exceeding two (2) consecutive hours, Client will be required to report the Database Service Downtime to Logicworks within five (5) calendar days of the downtime. For any termination pursuant to this paragraph 12(b), Client must terminate within

10/02/2007 18:19 FAX 7606025081

RCM1.COM

006/006

thirty (30) days of the existence of the right to terminate. If Client does not terminate within such 30 day period, (a) the right to terminate shall be forfeited and (b) any such database service downtime shall not be permitted to be carried forward and used with other database service downtime (or otherwise) to terminate. Database Service Downtime shall not be permitted to be carried forward or used in connection with any other termination pursuant to clause (ii). The termination will be effective thirty (30) days after written notice is received by Logicworks. In the event Client terminates the Dedicated Server Services and the Agreement pursuant to this paragraph 12(b), Client will not be required to pay the Early Termination Charge (as defined in the Master Service Agreement).

13. Master Service Agreement. All aspects of the Managed Database Services, including, without limitation, the payment of fees and limitations on Logicworks' liability, will be governed by the terms of the Master Service Agreement of which this Addendum is a part.

Agreed to and Accepted:
LOGICWORKS

Company Name

By:

Name: Name:

Title: Title:

Date: Date:

By:

Gy Kirkoff
hll
for sales
10/3/07

c/o RCM1.COM

Exhibit B

From: Steve Alter [salter@rcm1.com]
Sent: Friday, December 14, 2007 1:54 PM
To: lw-cancel
Cc: Kenneth Ziegler; Ben Friedman; Chris Babcock
Subject: Notice of Termination

**VIA EMAIL (cancel@logicworks.net),
POSTAL MAIL, AND
FACSIMILE (212) 625-5463**

Logicworks
11 Beach Street
New York, NY 10013

Re: Notice of Termination

Dear LogicWorks,

This shall serve to confirm that LogicWorks is and, since November 5 has been, in breach and default of the terms of the Master Services Agreement, together with all addendums thereto, in that LogicWorks has been unable to establish a reliable and suitable environment to host and/or manage our website and data. While we appreciate the efforts that LogicWorks has apparently taken to correct the present and continuing situation, unless a reliable and suitable environment to host and manage our website and data can be established by 9:00 a.m. (PST) on Monday, December 17, 2007, then we do hereby exercise our rights under the Master Services Agreement to terminate the Master Services Agreement effective 9:01 a.m. (PST) on Monday, December 17, 2007.

Please note that in the event that the Master Services Agreement is deemed terminated, then we will require a full and complete refund of all monies paid to LogicWorks. We will additionally require that all records, log files, user and site information, passwords, and data be immediately returned.

We appreciate the efforts that LogicWorks appears to be taking, but simply cannot afford to wait any longer. We trust you understand and appreciate your cooperation.

Sincerely,

Steve Alter

Steve Alter
CEO/Founder
Real Capital Markets
6120 Paseo Del Norte, Suite Q1
Carlsbad, California 92011
760-602-5080 ext. 225
salter@rcm1.com

eSolutions for Institutional Real Estate
www.rcm1.com

This message (and any associated files) is intended only for the use of cancel@logicworks.net, kziegler@logicworks.net, bf@logicworks.net, cbabcock@rcm1.com and may contain information that is confidential, subject to copyright or constitutes a trade secret. If you are not cancel@logicworks.net, kziegler@logicworks.net, bf@logicworks.net, cbabcock@rcm1.com you are hereby notified that any dissemination, copying or distribution of this message, or files associated with this message, is strictly prohibited. If you have received this message in error, please notify us immediately by replying to the message and deleting it from your computer. Any views or opinions presented are solely those of the author salter@rcm1.com and do not necessarily represent those of Real Capital Markets.

Exhibit C

From: Steve Alter [salter@rcm1.com]
Sent: Wednesday, December 19, 2007 1:38 PM
To: lw-cancel
Cc: Kenneth Ziegler; Carter Burden; Chris Babcock
Subject: RE: Notice of Termination

**VIA EMAIL (cancel@logicworks.net),
POSTAL MAIL, AND
FACSIMILE (212) 625-5463**

Logicworks
11 Beach Street
New York, NY 10013

Re: Notice of Termination

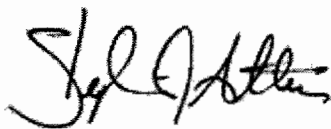
Dear LogicWorks,

We note that LogicWorks was unable to provide the services set forth in the Master Services Agreement, together with all amendments thereto, by 9:00 a.m. on Monday, December 17, 2007. Accordingly, as set forth in our Notice of Termination of last week, the Master Services Agreement is deemed terminated.

Paragraph 4.04 of the Master Services Agreement sets forth LogicWorks' obligations upon termination. In this regard, we note that paragraph 4.04 obligates LogicWorks to "cooperate fully with Client so as to achieve a smooth transition of all records, log files, user and/or site information, and data as directed by Client." Accordingly, we are hereby requesting that LogicWorks immediately deliver to us all records, log files, user and site information, passwords, and data so that we may have our site hosted with another provider. Additionally, we request LogicWorks' continued cooperation so that we may insure seamless transfer of DNS responsibilities to a new provider by Friday, December 21, 2007.

We appreciate your immediate attention to this matter and look forward to your cooperation during this period of post-termination transition.

Sincerely,



**Steve Alter
Founder/CEO**

cc: Chris Babcock
cc: Kenneth Ziegler
cc: Carter Burden

**Steve Alter
CEO/Founder**

eSolutions for Institutional Real Estate
www.rcm1.com

This message (and any associated files) is intended only for the use of cancel@logicworks.net, kziegler@logicworks.net, cb@logicworks.net, cbabcock@rcm1.com and may contain information that is confidential, subject to copyright or constitutes a trade secret. If you are not cancel@logicworks.net, kziegler@logicworks.net, cb@logicworks.net, cbabcock@rcm1.com you are hereby notified that any dissemination, copying or distribution of this message, or files associated with this message, is strictly prohibited. If you have received this message in error, please notify us immediately by replying to the message and deleting it from your computer. Any views or opinions presented are solely those of the author salter@rcm1.com and do not necessarily represent those of Real Capital Markets.

From: Steve Alter
Sent: Friday, December 14, 2007 10:54 AM
To: 'cancel@logicworks.net'
Cc: 'kziegler@logicworks.net'; 'bf@logicworks.net'; Chris Babcock
Subject: Notice of Termination

**VIA EMAIL (cancel@logicworks.net),
POSTAL MAIL, AND
FACSIMILE (212) 625-5463**

Logicworks
11 Beach Street
New York, NY 10013

Re: Notice of Termination

Dear LogicWorks,

This shall serve to confirm that LogicWorks is and, since November 5 has been, in breach and default of the terms of the Master Services Agreement, together with all addendums thereto, in that LogicWorks has been unable to establish a reliable and suitable environment to host and/or manage our website and data. While we appreciate the efforts that LogicWorks has apparently taken to correct the present and continuing situation, unless a reliable and suitable environment to host and manage our website and data can be established by 9:00 a.m. (PST) on Monday, December 17, 2007, then we do hereby exercise our rights under the Master Services Agreement to terminate the Master Services Agreement effective 9:01 a.m. (PST) on Monday, December 17, 2007.

Please note that in the event that the Master Services Agreement is deemed terminated, then we will require a full and complete refund of all monies paid to LogicWorks. We will additionally require that all records, log files, user and site information, passwords, and data be immediately returned.

We appreciate the efforts that LogicWorks appears to be taking, but simply cannot afford to wait any longer. We trust you understand and appreciate your cooperation.

Sincerely,

Steve Alter
Founder/CEO

Exhibit D



1/22/2008

RE: Early Termination

Stephen Alter
CEO
Real Capital Market.com, LLC
6120 Paseo Del Norte
Suite Q-1
Carlsbad, CA 92011

Dear Mr. Alter:

This letter will serve as notification of acceptance of Real Capital Market's early termination as per section 4.03 of the Master Service Agreement which reads as follows:

4.03 Termination of Committed Term. (a) Either party may terminate the Services at the end of a Committed Term by giving notice to the other party in writing or via e-mail at least 30 calendar days prior thereto but, in the absence of such notice, the Services shall automatically renew on a month-to-month basis at Logicworks' then-current list prices until the Services have been renewed or terminated in writing. (b) If Client terminates the Services prior to the conclusion of a Committed Term for any reason other than a Logicworks default (as defined in paragraph 4.02 above) or Logicworks terminates the Services pursuant to a Default as defined in Section 4.01, Client will be required to pay an early termination charge equal to (i) 75% of the full monthly charges for the Services, without discounts, multiplied by the number of months remaining in the Committed Term plus (ii) any unpaid balances (together, the "Early Termination Charge"). The Early Termination Charge will be due and payable on the date the Client's termination is effective. Client understands and agrees that in the event Services are terminated prior the conclusion of a Committed Term, it will be difficult or impossible to ascertain Logicworks' damages, thus the Early Termination Charge is intended to establish reasonable liquidated damages in the event of cancellation and is not intended as a penalty.

Enclosed please find invoices for your outstanding balance and early termination charges.

Sincerely,

A handwritten signature in black ink, appearing to read "Ken Ziegler", written over a horizontal line.

Kenneth Ziegler
President and COO

Enclosures

cc: Carter Burden; James J. Miuccio, Esq.



Real Capital Markets
6120 Paseo Del Norte, Suite Q1
Carlsbad, CA 92011
Attn: Frances Worley

INVOICE	
Account Number	REALCAPITAL
Account Executive	BFRIEDMAN
Invoice Number	V81271
Invoice Date	1/23/2008
Service Period	ETC INVOICE

Service	Service Description	QTY	Unit Price	Total
02-SERVER-XEON-SCSI	rcm-web1	1	\$11,356.54	\$11,356.54
02-BK-BACKUP	rcm-web1 bk	1	\$0.00	\$0.00
		1	\$0.00	\$0.00
02-SERVER-XEON-SCSI	rcm-web2	1	\$11,356.54	\$11,356.54
02-BK-BACKUP	rcm-web2 bk	1	\$0.00	\$0.00
		1	\$0.00	\$0.00
02-SERVER-XEON-SCSI	rcm-web3	1	\$11,356.54	\$11,356.54
02-BK-BACKUP	rcm-web3 bk	1	\$0.00	\$0.00
		1	\$0.00	\$0.00
02-SERVER-XEON-SCSI	rcm-web4	1	\$11,356.54	\$11,356.54
02-BK-BACKUP	rcm-web4 bk	1	\$0.00	\$0.00
		1	\$0.00	\$0.00
02-SERVER-XEON-SCSI	rcm-dfs1	1	\$23,111.55	\$23,111.55
02-BK-BACKUP	rcm-dfs1 bk	1	\$0.00	\$0.00
		1	\$0.00	\$0.00
02-SERVER-XEON-SCSI	rcm-dfs2	1	\$23,111.55	\$23,111.55
02-BK-BACKUP	rcm-dfs2 bk	1	\$0.00	\$0.00
		1	\$0.00	\$0.00
02-SERVER-XEON-SCSI	rcm-db1	1	\$25,887.59	\$25,887.59
02-SW-VERITASVOLMANAGER	rcm-db1 veritasVM	1	\$0.00	\$0.00
02-SW-VERITASCLUSTEROPTION	rcm-db1 veritasCM	1	\$0.00	\$0.00
02-BK-BACKUP	rcm-db1 bk	1	\$0.00	\$0.00
		1	\$0.00	\$0.00
02-RAIDARRAY	rcm-array1	1	\$24,089.63	\$24,089.63
02-ST-SWITCH-FC8	rcm-fcswitch1	1	\$0.00	\$0.00
02-BK-BACKUP	rcm-array1 bk	1	\$0.00	\$0.00
		1	\$0.00	\$0.00
02-SERVER-XEON-SCSI	rcm-db2	1	\$25,887.59	\$25,887.59
02-SW-VERITASVOLMANAGER	rcm-db2 veritasVM	1	\$0.00	\$0.00
02-SW-VERITASCLUSTEROPTION	rcm-db2 veritasCM	1	\$0.00	\$0.00
02-BK-BACKUP	rcm-db2 bk	1	\$0.00	\$0.00
		1	\$0.00	\$0.00
02-RAIDARRAY	rcm-array2	1	\$24,089.62	\$24,089.62
02-ST-SWITCH-FC8	rcm-fcswitch2	1	\$0.00	\$0.00
02-BK-BACKUP	rcm-array2 bk	1	\$0.00	\$0.00
		1	\$0.00	\$0.00
02-SERVER-FIREWALL	rcm-fw-pri	1	\$0.00	\$0.00
02-SERVER-FIREWALL	rcm-fw-sec	1	\$0.00	\$0.00
		1	\$0.00	\$0.00
02-ST-SWITCH-GB2960G24	rcm-sw1	1	\$0.00	\$0.00
02-ST-SWITCH-GB2960G24	rcm-sw2	1	\$0.00	\$0.00
		1	\$0.00	\$0.00
02-LB-DEDICATED	rcm-lb-pri	1	\$0.00	\$0.00
02-LB-DEDICATED	rcm-lb-sec	1	\$0.00	\$0.00
		1	\$0.00	\$0.00
02-DB-DATABASE-SERVICE	rcm databaseservices	1	\$12,075.00	\$12,075.00
02-BK-BACKUP-COMMITTED	rcm bkcommit	1,000	\$24.15	\$24,150.00
02-VPN-SINGLEUSER	rcm vpn	5	\$0.00	\$0.00
			\$0.00	\$0.00
02-SERVER-XEON-SCSI	rcm-dfs3	1	\$0.00	\$0.00
02-BK-BACKUP	rcm-dfs3 bk	1	\$0.00	\$0.00

Comments:

Credit Balance	(\$2,201.22)
Subtotal	\$227,828.69
Tax	\$0.00
Invoice Total	\$225,627.47